

Decision

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. Despite mailing of the application for dispute resolution and notice of hearing by "Xpresspost," the tenant did not appear. The landlord's evidence includes the tracking numbers for "Xpresspost."

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on August 1, 2010. Monthly rent of \$1,730.00 (includes \$30.00 for parking) was payable in advance on the first day of each month, and a security deposit of \$850.00 was collected. The landlord testified that a move-in condition inspection and report were completed at the start of tenancy.

The tenant vacated the unit on January 31, 2011. The landlord testified that a move-out condition inspection and report were completed at the end of tenancy, and that the tenant provided her forwarding address on the move-out condition inspection report.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, aspects of the landlord's claim and my findings around each are set out below.

\$2,195.00*: *unpaid rent* (November/10: \$470.00; December/10: \$420.00; January/11: \$1,305.00). I find that the landlord has established entitlement to the full amount claimed.

\$45.00*: shortfall in monthly cost of parking (August/10: \$15.00; September/10: \$15.00; October/10: \$15.00). I find that the landlord has established entitlement to the full amount claimed.

\$60.00: fees assessed for late payment of rent (August & September/10). While the addendum to the tenancy agreement provides for a late fee of \$30.00, section 7 of the Regulation (**Non-refundable fees charged by landlord**) provides that such a fee may not exceed \$25.00. Accordingly, I find that the landlord has established entitlement limited to **\$50.00***.

\$235.20: carpet cleaning. I find that the landlord has established entitlement to the full amount claimed.

\$250.00: cleaning in the unit. As related evidence submitted by the landlord is limited to a receipt for \$150.00, I find that the landlord has established entitlement limited to **\$150.00***.

\$50.00*: filing fee. As the landlord has mainly succeeded with this application, I find she has established entitlement to the full amount claimed.

Sub-total: \$2,725.20

Following from all of the above, I order that the landlord retain the security deposit of **\$850.00** and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$1,875.20** (\$2,725.20 - \$850.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,875.20**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Residential Tenancy Act*.

DATE: August 24, 2011

Residential Tenancy Branch